

From: "Orlando Foote" <ofoote@hkcf-law.com>
To: <gray@wapa.gov>
Date: 5/3/04 5:34PM
Subject: Comment re Proposed Section 12 Language

Dear Jean: I realize that the comment period has passed regarding the latest proposed language suggested by your office for Section 12 of the prototype Amendment No. 1 to PDP Electric Service Contracts. Prior to tomorrow's informal discussion in Phoenix regarding the proposal, however, I wanted to restate IID's position, since we are unable to attend in person. IID objects to the proposed language, or any language in Section 12 which establishes undefined or vague discretionary authority whereby Western can unilaterally determine the occurrence of an event triggering adverse consequences for a PDP preference contract customer (such as IID). IID suggests that the comments contained in Bob Lynch's letter to you dated April 14, 2004 are entirely appropriate and urges your careful review of Bob's letter.

I'm sorry that we won't be present in person tomorrow, but I did want to provide you with a quick note regarding IID's position regarding this matter.

Lanny Foote

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CC: <rslynch@rslynchaty.com>